

BIAT

Crypto Exchange

Terms of use

1. TERMS AND DEFINITIONS

1.1..Authorization – confirmation by the “Biat” Crypto Exchange of the legitimacy of the User’s access to the Personal Account.

1.2..Cryptoexchange "Biat" - Closed Joint Stock Company "Biatex" (CJSC "Biatex"), established under the laws of the Kyrgyz Republic and registered at the address: Kyrgyz Republic, Bishkek, st. Yunusalieva, 74, office 15.

1.3..Personal Account - a section on the Biat Crypto Exchange Website, available to the User who has successfully completed the Registration Procedure, and designed to ensure interaction between the Parties under this Agreement. Mandatory conditions for the User's access to the Personal Account are entering the Login and Password in a special login form posted on the Site and User Authorization.

1.4..Login - a unique sequence of digital and (or) alphabetic (lowercase and (or) uppercase) characters, determined by the User independently and assigned to the User by the Biat Crypto Exchange when the User passes the Registration Procedure, uniquely identifying the person requesting Authorization as a User who has access to the Personal Account.

1.5..Password is a unique sequence of digital and (or) alphabetic (lowercase and (or) uppercase) characters independently generated by the User, known exclusively to the User and necessary together with the Login for the User Authorization in the Personal Account.

1.6..User of the Site (hereinafter referred to as the User) is an individual who is a user of the Internet and who has applied to the Site of the “Biat” Crypto Exchange.

1.7. Applicable legislation - a systematized set of sources of law (regulatory legal acts, legal customs, etc.) that have legal force in the territory of the Kyrgyz Republic.

1.8..Simple electronic signature - a combination of an identifier and a key password. The identifier includes the Login assigned by the “Biat” Crypto Exchange to the User (the public part of the key), and the key password is the sequence of characters provided for in clause 1.5. of this Agreement, or a one-time password sent by the

“Biat” Crypto Exchange to the User’s personal mobile phone number (confidential part of the key) or by push notification.

1.9..The registration procedure is a process aimed at creating a Personal Account by the User, during which the Biat Crypto Exchange checks the sufficiency and correctness of the information provided by the User, which is necessary for assigning a Login and Password from the Personal Account to this User.

1.10..Website - a set of audiovisual information that is the intellectual property of the Biat Crypto Exchange or its partners and hosted on the Internet under a single domain name biat.asia owned by the Biat Crypto Exchange at the address: <https://biat.asia/>.

In addition, the term “Site” may mean an application based in one way or another on the site specified in this paragraph.

1.11..Parties (or Party) - Biat Crypto Exchange and (or - if mentioned separately) the User who has accepted this Agreement in full.

2. GENERAL PROVISIONS

2.1. This Agreement, which is a public offer in accordance with Art. 387 of the Civil Code of the Kyrgyz Republic, developed by the Biat Crypto Exchange and determines the conditions for using the Site in accordance with clause 2.2. of this Agreement by a predetermined number of Users, designates the rights and obligations of the Parties in connection with actions aimed at providing the User with access to the Personal Account, and also stipulates the responsibility of the Parties and the legal consequences for Users for violation of this Agreement. The current version of this Agreement is available on the Site.

2.2. The subject of this Agreement are the services, sections and other functionality of the Site, access to which for each of the Users is opened after the User has successfully completed the Registration and Authorization Procedure in the Personal

Account. Additionally - in order to specify the subject of this Agreement - the Parties determine that this Agreement applies both to the services, sections and other functionality presented on the Site by the time the User accepts this Agreement, and to future services, sections and other functionality, as well as on modifications and additions to any sections, services and functionality of the Site.

2.3. Use of the Site to the extent specified in clause 2.2. of this Agreement is governed by this Agreement, as well as the Privacy Policy and other documents posted on the Site. The documents specified in this paragraph are integral parts of this Agreement.

2.4. The User is obliged to familiarize himself with this Agreement in full before the completion of the Registration Procedure. Successful completion of the Registration Procedure means the full and unconditional acceptance by the User of the conditions set forth in this Agreement, in accordance with Art. 387 of the Civil Code of the Kyrgyz Republic.

The moment of conclusion of this agreement between the Parties is the moment of registration of the Personal Account (clause 3.6. of this Agreement).

2.5. Biat Crypto Exchange has the right to change and (or) supplement this Agreement at any time without special notice to the User. The amended and (or) supplemented version of this Agreement shall enter into force at the time of its publication on the Site at the address specified in clause 2.1. of this Agreement, unless otherwise expressly provided by the new version of the Agreement. At the same time, the User is considered to have accepted the updated version of this Agreement if he continued to use the Site after the entry into force of such a version. If the User does not agree with the changes and (or) additions made by the Biat Crypto Exchange to the Agreement, the User is obliged to immediately stop any use of the Site, if further use of the Site to the extent necessary for the User requires full and unconditional acceptance by the User of the current version of the Agreement.

2.6. By accepting this Agreement, the User undertakes to independently bear responsibility to third parties for his actions related to the use of the Site, including

responsibility for violations of the rights and legally protected interests of third parties, as well as for violations of the provisions of the legislation of the country of his residence or another country that is the center of the main interests of the User, if the law of this country, regardless of the terms of the Agreement, is applicable to the illegal actions of the User.

The User's own actions include actions performed by the User during the Registration Procedure, as well as any other actions performed by the User after Authorization in the Personal Account, including Authorization, unless the contrary is proven by the User. At the same time, Biat Crypto Exchange is in any case not responsible for the actions of third parties committed on behalf of the User, and any consequences from these actions.

3. REGISTRATION PROCEDURE

3.1. To gain access to a number of services, sections and certain functionality of the Site, each of the Users must go through the Registration Procedure.

3.2. The right to register a Personal Account is available to Users who have reached the age of 18 and who are not of limited legal capacity in accordance with the Applicable Law, as well as Users who have received full civil capacity before the specified age, if the registration of the Personal Account in this case does not contradict the Applicable Law.

3.3. The User who wishes to complete the Registration Procedure to create a Personal Account fills out the registration form on the Site, indicating his own personal data, which is the minimum necessary for the User to create a Personal Account and meets the criteria of relevance and reliability.

3.4. By submitting any personal information about himself to Biat Crypto Exchange, the User guarantees the relevance, reliability, legality and completeness of this information, which, as a general rule, eliminates the need for its verification by Biat Crypto Exchange, except in cases where the provisions of the Applicable Law

impose on the Crypto Exchange “Biat” is directly obliged to verify the information received from the User in the manner, to the extent and on other conditions provided for by the relevant legal regulations.

3.5. The registration procedure may include a number of measures designed to increase the protection of the User from the actions of third parties not authorized by the User to register the Personal Account on behalf of the User, for example, confirmation of registration by entering into the registration form on the Site an alphabetic, numeric or alphanumeric code sent by the Biat Crypto Exchange ” to the mobile phone number specified by the User at the previous stage of the Registration Procedure.

Other (but not the only) options for confirming the registration of the Personal Account can be, for example, an automatic call to the User's personal mobile phone number or a push notification sent in the application.

The selection process for the subsequent implementation in the Registration Procedure of the protective measures specified in this paragraph, and the adoption of specific decisions based on the results of this process, are the exclusive competence of the “Biat” Crypto Exchange.

3.6. Based on the results of completing the Registration Procedure, Biat Crypto Exchange assigns to the User a Login and a Password from the Personal Account, which means the successful completion of the Registration Procedure, or reasonably refuses to register the Personal Account to the User who applied for registration (for example, if the User is included in the sanctions list).

From the moment of registration of the Personal Account, the Biat Crypto Exchange assumes the rights and obligations to the User, indicated in this Agreement.

3.7. Biat Crypto Exchange informs the User that access to certain services and (or) sections of the Site can be provided to the User who has successfully completed the Registration Procedure and Authorization in the Personal Account, only if the User has the status of a qualified investor of virtual assets.

4. ACCESS TO PERSONAL ACCOUNT. TERMS OF USE OF THE PERSONAL ACCOUNT

4.1. Access to the Personal Account is opened to the User after entering the correct data (Login and Password from the Personal Account) in a special login form posted on the Site and successful Authorization of the User (clause 1.3 of the Agreement).

4.2. Each User has the right to register no more than one Personal Account.

4.3. The User does not have the right, without the direct and unambiguous permission of the “Biat” Crypto Exchange, based on the legal norms of the Applicable Law, to provide access to third parties to his Personal Account, including by communicating the Login and Password.

4.4. The User is solely responsible for security, that is, protection from arbitrary selection, safety, including in terms of choosing a storage method, and ensures the confidentiality of the Login and Password.

4.5. About all cases of unauthorized access of third parties to the Personal Account and (or) violation of the confidentiality of the Login and Password, the User is obliged to immediately notify Biat Crypto Exchange.

Crypto exchange “Biat” within 5 (five) working days considers the notification of the User about unauthorized access to the Personal Account and (or) violation of the confidentiality of the Login and Password and informs the User about the decision taken by the Crypto exchange “Biat” based on the results of consideration of the notification received from the User .

Biat Crypto Exchange is not responsible for any consequences of unauthorized access of third parties to the Personal Account and (or) for violations of the Login and Password confidentiality regime.

4.6. The Personal Account provides the User with access to the Site to the extent specified in clause 2.2. of this Agreement, as well as the possibility of organizing

direct interaction between the Parties.

For the convenience of organizing interaction, the Parties have come to an agreement on the admissibility of the exchange of electronic documents and other legally significant messages through the Personal Account.

Any documents and other legally significant messages sent by the User through the Personal Account to the “Biat” Crypto Exchange are recognized as signed by the User’s Simple Electronic Signature and are equivalent to paper documents signed by the User’s handwritten signature (Part 2, Article 6 of the Law of the Kyrgyz Republic dated “ July 19, 2017 No. 128 "On Electronic Signature").

4.7. Electronic documents addressed to Crypto Exchange “Biat”, which are scanned copies of paper originals, must be:

- identical to the originals of paper documents (not to allow any distortion of the information provided by the original documents);
- have one of the specified formats: .jpeg., .pdf, .png;
- contain only color images;
- with a large number of individual files attached to a single archive in one of two formats: .rar, .zip.

Biat Crypto Exchange has the right to request from the User originals or notarized copies of any documents sent by the User through the Personal Account. In this case, the User is obliged to send the originals or notarized copies of the requested documents to the Biat Crypto Exchange on the terms specified in the request received from the Biat Crypto Exchange.

4.8. Biat Crypto Exchange informs the User that any suspicious activity after Authorization in the Personal Account may serve as a basis for restricting access to the Personal Account.

In order to remove the imposed restrictions, the User must go through the procedures established by the “Biat” Crypto Exchange aimed at restoring access to the Personal Account to the User. The list of such procedures is determined by the

“Biat” Crypto Exchange independently.

5. RIGHTS, LIMITATIONS AND OBLIGATIONS OF THE USER

5.1. The user who has accepted this Agreement has the right to:

5.1.1..Use the Site and (or) Personal Account to meet their legitimate interests, while complying with the terms of this Agreement.

5.1.2. Perform a password change.

5.1.3..Send legally significant messages to Biat Crypto Exchange on the subject of this Agreement, as well as on any other issues of cooperation.

5.1.4. Refuse to execute this Agreement and stop using the Personal Account, which in this case is subject to blocking or deletion by the “Biat” Crypto Exchange.

5.2. The user who has accepted this Agreement is not entitled to:

5.2.1..Create a Personal Account on behalf of third parties without the permission of such persons and Crypto Exchange “Biat”.

5.2.2.. Get or try to get access to the Personal Account of other Users in any way.

5.2.3..Use the Personal Account for posting on the Site or otherwise distributing promotional materials.

5.2.4..Use the Personal Account to post illegal and (or) unethical information on the Site, as well as any other information that can directly or indirectly harm the business reputation of the “Biat” Crypto Exchange.

5.2.5.. Take actions aimed at disclosing or otherwise violating the confidentiality of information protected by the applicable rules of the Applicable Law.

5.2.6..Copy, modify, supplement, sell the domain name of the Site, as well as

perform any other actions that could harm the property interests of the “Biat” Crypto Exchange, including allowing any interference with the normal operation of the Site and (or) downloading, storing , distribute and (or) make available to third parties, using the Site for these purposes, malicious software (that is, perform hacker actions).

5.3. The user who accepts this Agreement is obliged to:

5.3.1..Use for the registration procedure personal information that meets the criteria of relevance, reliability and legality, avoiding its distortion and (or) any other arbitrary message.

5.3.2..Use the Personal Account in full compliance with this Agreement in the current version and the current norms of the Applicable Law.

5.3.3.. Track any changes made to this Agreement, the current version of which is available on the Site.

5.3.4.. Ensure the complete confidentiality of the Login and Password, in no way allowing cases of disclosure of this information to third parties.

5.3.5.. Observe the property and personal non-property rights of third parties when using the Site and (or) the Personal Account.

5.3.6..Inform Crypto Exchange “Biat” about all cases of unauthorized access to the Personal Account, known to the User, and (or) violation of the confidentiality of the Login and Password.

5.4. Any other rights, restrictions and (or) obligations of the User, enshrined in other sections of this Agreement, have legal force for the User who has unconditionally accepted this Agreement, even if such rights, restrictions and (or) obligations are not mentioned in this section.

6. RIGHTS AND OBLIGATIONS OF “BIAT” CRYPTOCHANGE EXCHANGE

6.1. Crypto exchange “Biat” has the right to:

6.1.1. Independently determine the content of any information posted on the Site, including making any changes to this Agreement.

6.1.2..Request from the User personal information, confirmations, permissions, any documents and information necessary for the Biat Crypto Exchange to ensure the protection of the rights and legitimate interests of the Parties or to ensure the legal purity of interaction with the User.

6.1.3.. At its own discretion, provide information and (or) technical support to the User, including sending messages to the User through the Personal Account.

6.1.4..Restrict the receipt of messages from the User if the messages sent by the User through the Personal Account, in the opinion of the “Biat” Crypto Exchange, may contain malicious software or otherwise harm the “Biat” Crypto Exchange.

6.1.5.. Carry out at its own discretion any actions to modify the Site, change and (or) supplement the content of the Site, applications and other software that has a direct or indirect connection with the Site.

6.1.6.. Carry out, at its own discretion, preventive work on the Site, suspending access to the Site and (or) the Personal Account.

necessary confirmation of the commission of certain actions on the Site personally by the User.

6.1.7..Restrict the User's access to the Personal Account if the Biat Crypto Exchange reveals violations by the User of the terms of this Agreement and (or) other documents (clause 2.3. of the Agreement).

6.1.8. Refuse to execute this Agreement and block or delete the Personal Account of this User without reimbursement to the User of any costs and (or) losses.

6.2. Crypto exchange “Biat” is obliged to:

6.2.1.. Provide conditions for the implementation of this Agreement.

6.2.2. Comply with the mandatory provisions of Applicable Law.

6.3. Any other rights and (or) obligations of the Crypto Exchange "Biat", enshrined in other sections of this Agreement, are legally valid for the Crypto Exchange "Biat", even if such rights and (or) obligations are not mentioned in this section.

7. GUARANTEES, RECOMMENDATIONS AND LIABILITIES OF THE PARTIES

7.1. Access to the Site is provided by the “Biat” Crypto Exchange on an “as is” basis (“as is”). Crypto exchange “Biat” is not responsible for the User’s expectations from the Site, does not guarantee uninterrupted, error-free and fast operation of the Site and does not promise that the User will receive any predetermined result from using the Site.

7.2. To ensure proper protection of the User from the actions of third parties on the Internet and (or) malicious software in the process of using the Site, Biat Crypto Exchange recommends using licensed anti-virus software.

7.3.. The User confirms that any transactions with virtual assets using the Site are carried out by him in accordance with a pre-prepared plan and the User unconditionally accepts any potential risks and benefits associated with the decisions made.

7.4. Biat Crypto Exchange has the right to disclose any collected (received) information about the User, if disclosure of this information is necessary in connection with an internal or external (state) investigation and (or) complaints from third parties regarding the misuse of the Site by a specific User or to identify a User

who violates normal operation of the Site and (or) the rights and legitimate interests of third parties.

In addition, Biat Crypto Exchange has the right to disclose the information specified in the previous paragraph to comply with the requirements of the Applicable Law (for example, disclose the collected (received) information about the User to the competent judicial, law enforcement agencies and officials).

7.5. The User agrees to use the Site and the Personal Account at his own risk and is personally responsible for any consequences (potential or real) associated with the use of the Site, including damage to a personal device (personal computer, laptop, smartphone, etc.), other property and (or) third parties.

7.6. Crypto exchange “Biat” under no circumstances is liable to Users and third parties for indirect, indirect losses (loss of profit, etc.) and (or) accidental, negligent and (or) unintentional damage, including for damage to honor (dignity), business reputation.

8. FINAL PROVISIONS

8.1. This Agreement shall be governed by and construed in accordance with the provisions of Applicable Law. Any matters that are not regulated by this Agreement shall be resolved in accordance with Applicable Law.

8.2. Any disputes between the Parties shall be resolved in a pre-trial procedure by sending a claim by the Party, which considers that its right has been violated, to the other Party with a demand to eliminate the violation of the right.

8.3. The claim is sent by the Party through the Personal Account to the other Party or at the discretion of the Parties:

-if the addressee of the claim is the “Biat” Crypto Exchange, then the claim can be sent to the registration address (place of residence) of the User, if the “Biat” Crypto Exchange knows this address.

-if the User is the addressee of the claim, the claim can be sent to the following address: 36k/1 Lev Tolstoy Street, Bishkek, floor 8, office 802, Bishkek. Crypto exchange "Biat" is not installed.

8.4. A response to a claim received by the Party to which it is addressed must be sent to the sending Party within 30 (thirty) calendar days from the receipt of the claim.

8.5. If the dispute that has arisen between the Parties cannot be resolved in a pre-trial procedure, then it is subject to consideration by the competent court at the location of the "Biat" Crypto Exchange.

8.6. Reviews and questions of the User are not confidential information and can be used by the Biat Crypto Exchange without restrictions.

8.7. If, for any reason, one or more provisions of this Agreement are held to be invalid or unenforceable, then such recognition shall not invalidate the remaining provisions of this Agreement.

8.8. This agreement is drawn up in Russian and English and can be provided to the User at the discretion of the Biat Crypto Exchange in another language not specified in this clause. If there are discrepancies, inaccuracies and (or) contradictions between the texts of this Agreement in different languages, the Russian version of the Agreement shall prevail.